

IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
ST. LOUIS CITY, MISSOURI

MAJOR BRANDS, INC.,

Plaintiff,

v.

MAST-JÄGERMEISTER US, INC.,

Serve:

c/o CT Corporation System
111 Eighth Avenue
New York, New York 10011

MAST-JÄGERMEISTER US HOLDING, INC.,

Serve:

c/o The Corporation Trust Company
Corporation Trust Center
1209 Orange Street
Wilmington, DE 19801

and

SOUTHERN GLAZER'S WINE AND
SPIRITS OF MISSOURI, LLC

Serve:

c/o CSC-Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, MO 65101

and

SUPERIOR WINES AND LIQUORS, INC.

Serve:

c/o CSC-Lawyers Incorporating Service Company
221 Bolivar Street
Jefferson City, MO 65101

Cause No. _____

Div. No. _____

JURY TRIAL DEMANDED

Exhibit
6

and)
)
 SOUTHERN GLAZER’S WINE AND)
 SPIRITS, LLC)
)
Serve:)
 c/o Corporation Service Company)
 251 Little Falls Drive)
 Wilmington, DE 19808)
)
)
 Defendants.)

PETITION

COMES NOW Plaintiff Major Brands, Inc. (“Major Brands” or “Plaintiff”), by and through its undersigned counsel, and for its Petition against Defendants Mast-Jägermeister US, Inc. a/k/a Mast-Jaegermeister US, Inc. (“Jägermeister US”), Mast-Jägermeister US Holding, Inc. a/k/a Mast-Jaegermeister US Holding, Inc. (“Jägermeister US Holding” and, together with Jägermeister US, “Jägermeister”), Superior Wines and Liquors, Inc. (“Superior”), Southern Glazer’s Wine and Spirits, LLC (“SGWS”), and Southern Glazer’s Wine and Spirits of Missouri, LLC (“Southern Missouri”) (collectively “Superior,” “SGWS,” and “Southern Missouri” are referred to as “Southern”) seeking declaratory and other relief, states as follows: seeking declaratory and other relief, states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff Major Brands, which is a corporation organized and existing under the laws of the State of Missouri, is a resident of St. Louis City, Missouri, with its principal place of business located at 6701 Southwest Avenue, Saint Louis, Missouri 63143.

2. Defendant Jägermeister US is a corporation organized and existing under the laws of the State of New York, with its principal place of business located at 20 Cedar Street, New Rochelle, New York 10801.

3. Defendant Jägermeister US Holding is a corporation organized and existing under the laws of the State of Delaware, with its principal place of business located at 333 Mamaroneck Avenue, #348, White Plains, New York 10605.

4. Defendant Superior is a corporation organized and existing under the laws of the State of Missouri, with its principal place of business located at 6201 Stillwell, Kansas City, MO 64120. Superior is a licensed wholesale distributor of intoxicating liquor products in the State of Missouri and is a part of the Southern wholesale distribution network in the State of Missouri. Superior is located at the same site as Southern Missouri's Kansas City facility and, upon information and belief, is appointed to distribute all or substantially all of the same brands of intoxicating liquor in Missouri that Southern Missouri distributes. Upon information and belief, Superior is an alter ego of SGWS and Southern Missouri, being entirely controlled by them and having no independent existence apart from them.

5. Defendant SGWS is, upon information and belief, a limited liability company organized and existing under the laws of the State of Delaware, with its principal place of business located at 1600 NW 163rd Street, Miami, Florida 33169.

6. Defendant Southern Missouri is a limited liability company organized and existing under the laws of the State of Missouri, with its principal place of business located at 1 Glazer Way, St. Charles, Missouri 63301. Southern Missouri is a licensed wholesale distributor of intoxicating liquor products in the State of Missouri and is a part of the Southern wholesale distribution network in the State of Missouri.

7. Southern Missouri holds itself out as a Missouri LLC, but is regulated by the Missouri Department of Public Safety Division of Alcohol and Tobacco Control as a Missouri corporation under the plenary authority given to Missouri by the Twenty-first Amendment to the

U.S. Constitution to regulate the distribution of alcohol within its borders. Southern Missouri has been a Missouri corporation since its formation as Ozark Distributors, Inc. on November 2, 1944.

8. Under Missouri law, if Southern Missouri were not a corporation and were not treated as such by the State under the Missouri Liquor Control Law and related regulations, it would be barred from holding a license to distribute intoxicating liquor in Missouri pursuant to Mo. Rev. Stat. § 311.060.

9. This Court has original jurisdiction over this civil action pursuant to Article V, Section 14(a) of the Missouri Constitution.

10. Venue is proper in the Circuit Court of St. Louis City, Missouri pursuant to Mo. Rev. Stat. § 508.010 in that Plaintiff resides in this Circuit and Defendants Jägermeister and Southern caused Plaintiff's injury in the City of St. Louis.

GENERAL ALLEGATIONS

11. Major Brands is a wholesaler licensed in the State of Missouri, under the provisions of Chapter 311 R.S.Mo., to sell intoxicating liquor to retailers licensed in the State of Missouri.

12. Southern Missouri and Superior are wholesalers licensed in the State of Missouri under the provisions of Chapter 311 R.S.Mo., to sell intoxicating liquor to retailers licensed in the State of Missouri, and both compete with Major Brands.

13. Jägermeister is a manufacturer whose brands of intoxicating liquor are distributed through duly-licensed wholesalers in the State of Missouri.

14. Major Brands has had a longstanding agreement with Jägermeister for decades whereby it was granted the rights to offer, sell, and distribute within the State of Missouri certain brands of spirits (the "Brands") and Major Brands has for decades offered, sold and distributed

those Brands of spirits within the State of Missouri (the “Distribution Agreement”) creating demand and value for those Brands in this State.

15. Pursuant to the Distribution Agreement, Major Brands has made substantial investments in the marketing and distribution of the Brands, and has built up and developed goodwill over the decades for those products throughout the State of Missouri. Major Brands’ investments include, without limitation, significant expenditures of time, money, and human resources.

16. Under Missouri’s Franchise law [Mo. Rev. Stat. § 407.400, *et. seq.*] and as part of the Distribution Agreement, Jägermeister may only terminate the Distribution Agreement and Major Brands’ rights to distribute the Brands after first establishing “good cause” for the termination, as that term is defined in Section 407.413.5 of the Revised Statutes of Missouri.

17. On February 13, 2018, Jägermeister told Major Brands that it was purporting to terminate the Distribution Agreement. Jägermeister did not provide any reasonable grounds for the purported termination that would constitute “good cause” under Section 407.413.5 of the Revised Statutes of Missouri. Jägermeister admitted that the purported termination had “nothing to do with Major Brands’ performance,” but was the result of Jägermeister’s desire to consolidate nationally with Southern.

18. Southern (including SGWS, Southern Missouri, and Superior) is aware of Missouri’s Franchise law and is willfully and purposefully inducing Jägermeister to violate Missouri law.

19. Jägermeister’s attempt to terminate Major Brands as a wholesaler, after Major Brands has built up the sales and Jägermeister brand over decades, without establishing good cause

violates Missouri's Franchise law [Mo. Rev. Stat. § 407.400, *et. seq.*], and, therefore, any purported termination is null and void.

Count I
Declaratory Judgment

20. Major Brands incorporates its allegations set forth above as though fully set forth herein.

21. Missouri's Declaratory Judgment Act [Mo. Rev. Stat. § 527.010, *et seq.*] permits the declaration of a party's rights, status, or other legal relationship.

22. A present and justiciable controversy exists between Major Brands and Jägermeister regarding whether Jägermeister has a right to terminate Major Brands as a wholesaler under applicable law.

23. Specifically, Jägermeister has no right to terminate Major Brands as a wholesaler without first establishing good cause and, therefore, Jägermeister's attempted termination violates Missouri's Franchise law [Mo. Rev. Stat. § 407.400, *et. seq.*].

24. Major Brands' relationship with Jägermeister constitutes a "franchise" as that term is defined in Section 407.400(1) R.S.Mo., because it is a commercial relationship of continuing indefinite duration between a wholesaler and a supplier wherein Major Brands was granted the right to offer, sell, and distribute within the State of Missouri the Brands of intoxicating liquor.

25. Alternatively, Major Brands' relationship with Jägermeister over the decades constitutes a "franchise" as that term is defined in Section 407.400(1) R.S.Mo., because it is an arrangement for an indefinite period, in which Jägermeister granted to Major Brands a license to use its trade name, trademark, service mark, or related characteristic, and in which Major Brands and Jägermeister have a community of interest in the marketing of the Brands at wholesale.

26. Under Section 407.413.2 R.S.Mo.:

[N]o supplier shall unilaterally terminate or refuse to continue or change substantially the condition of any franchise with the wholesaler unless the supplier has first established good cause for such termination, noncontinuance or change.

27. Jägermeister's unilateral termination of Major Brands' franchise without first establishing good cause for such termination violates Section 407.413.2.

28. The desire to consolidate distribution nationally is not "good cause" as that term is defined in Missouri alcohol distribution laws established to protect Missouri citizens and the public, and Jägermeister's attempted termination violates Missouri's Franchise law [Mo. Rev. Stat. § 407.400, *et. seq.*].

29. Therefore, any purported termination by Jägermeister of Major Brands as its wholesaler for the Brands must be declared null and void.

WHEREFORE, Plaintiff Major Brands respectfully requests that the Court:

- 1) enter judgment in favor of Major Brands and against Defendant Jägermeister on Count I;
- 2) enter an order declaring that Defendant Jägermeister has no right to terminate Major Brands as a wholesaler pursuant to the Missouri Franchise law [Mo. Rev. Stat. § 407.413, *et. seq.*] because it has not established good cause for such termination;
- 3) enter an order declaring that Defendant Jägermeister's attempted termination of Major Brands as Jägermeister's wholesaler is null, void, and without legal effect; and
- 4) provide any other relief that this Court deems just and proper under the circumstances.

Count II
Violation of Section 407.413 R.S.Mo.

30. Major Brands incorporates its allegations set forth above as though fully set forth herein.

31. Jägermeister has violated Section 407.413.2 R.S.Mo., by unilaterally terminating its franchise with Major Brands without first establishing good cause for such termination.

32. Pursuant to Section 407.413.3 R.S.Mo., “[a]ny wholesaler may bring an action in a court of competent jurisdiction against a supplier for violation of any of the provisions of this section and may recover damages sustained by such wholesaler together with the costs of the action and reasonable attorney's fees.”

33. As a result of the Jägermeister’s conduct, Major Brands has sustained damages in excess of \$25,000.00.

WHEREFORE, Major Brands prays for a judgment in its favor and against Jägermeister in an amount to be determined at trial, for its costs of bringing this action and reasonable attorneys’ fees, for appropriate injunctive relief, and for any other and further relief as this Court deems just and proper.

Count III
Breach of Contract

34. Major Brands incorporates its allegations set forth above as though fully set forth herein.

35. The Distribution Agreement was at all times and remains, a valid contract supported by adequate consideration.

36. Major Brands has performed its obligations under the Distribution Agreement.

37. Jägermeister has breached the terms of the Distribution Agreement by unilaterally terminating the Distribution Agreement without good cause.

38. Jägermeister’s breach of the Distribution Agreement has caused Major Brands to suffer damages in an amount greater than \$25,000.00.

WHEREFORE, Major Brands prays for a judgment in its favor and against Jägermeister in an amount to be determined at trial, for its costs of bringing this action, and for any other and further relief as this Court deems just and proper.

Count IV
Breach of the Covenant of Good Faith and Fair Dealing

39. Major Brands incorporates its allegations set forth above as though fully set forth herein.

40. Major Brands has performed its obligations under the Distribution Agreement.

41. As part of the Distribution Agreement, Jägermeister agreed it would not terminate Major Brands as a distributor of certain brands of Jägermeister's spirits unless it could establish good cause for such termination.

42. The law implies a covenant of good faith and fair dealing into the terms of the Distribution Agreement.

43. Jägermeister has breached the covenant of good faith and fair dealing by unilaterally terminating its Distribution Agreement with Major Brands without good cause.

44. As a result of Jägermeister's breach of the covenant of good faith and fair dealing, Major Brands has suffered damages in an amount greater than \$25,000.00.

WHEREFORE, Major Brands prays for a judgment in its favor and against Jägermeister in an amount to be determined at trial, for its costs of bringing this action, and for any other and further relief as this Court deems just and proper.

Count V
Recoupment

45. Major Brands incorporates its allegations set forth above as though fully set forth herein.

46. Major Brands, in reliance upon the Distribution Agreement and in good faith, has incurred expense and devoted time and labor to the marketing and distribution of Jägermeister's brands of spirits.

47. Major Brands has not had sufficient opportunity to recoup the value of its expenditures, its time and its labor from its efforts to market and distribute the Brands.

48. Accordingly, in the event Jägermeister's termination of the Distribution Agreement is upheld, Jägermeister should be required to compensate Major Brands in an amount adequate to give Major Brands value for the expense, time and labor incurred on behalf of the Brands, which amount is greater than \$25,000.00.

WHEREFORE, Major Brands prays for a judgment in its favor and against Jägermeister in an amount to be determined at trial, for its costs of bringing this action, and for any other and further relief as this Court deems just and proper.

Count VI
Unjust Enrichment

49. Major Brands incorporates its allegations set forth above as though fully set forth herein.

50. Major Brands has expended substantial money, time and labor in, among other things, marketing and distributing Jägermeister's brands of spirits in the State of Missouri.

51. Major Brands' efforts have conferred benefits upon Jägermeister.

52. Further, Jägermeister appreciates the fact of such benefits.

53. Allowing Jägermeister to accept and retain the benefits conferred upon it by Major Brands' efforts without adequate payment to Major Brands for those benefits would be inequitable.

54. Accordingly, the Court should order payment from Jägermeister to Major Brands in an amount sufficient to account for the value of the benefits conferred upon Jägermeister by Major Brands, which amount is greater than \$25,000.00.

WHEREFORE, Major Brands prays for a judgment in its favor and against Jägermeister in an amount to be determined at trial, for its costs of bringing this action, and for any other and further relief as this Court deems just and proper.

Count VII
Tortious Interference (Against Jägermeister)

55. Major Brands incorporates its allegations set forth above as though fully set forth herein.

56. Major Brands has a valid business expectancy in the distribution of the Brands to numerous retailers licensed to sell intoxicating liquor within the State of Missouri.

57. Jägermeister is aware of Major Brands' business expectancy in the distribution of the Brands to such retailers.

58. Jägermeister intentionally interfered with said business expectancy by terminating Major Brands' Distribution Agreement.

59. Jägermeister was not justified in interfering with, and used improper means to interfere with, said business expectancy.

60. Jägermeister's tortious interference was intentional, wanton, willful, outrageous, deliberate, done with an evil motive, and in reckless disregard and indifference to the interests and rights of Major Brands, thus warranting an award of punitive damages in a fair and reasonable amount to be determined at trial.

61. Major Brands has suffered damages in an amount greater than \$25,000.00 as a result of Jägermeister's intentional interference with Major Brands' business expectancy.

WHEREFORE, Major Brands prays for a judgment in its favor and against Jägermeister in an amount to be determined at trial, including an award of punitive damages, and for its costs of bringing this action and for any other and further relief as this Court deems just and proper.

Count VIII
Tortious Interference (Against Southern)

62. Major Brands incorporates its allegations set forth above as though fully set forth herein.

63. Major Brands has both a valid Distribution Agreement with Jägermeister whereby it was granted the rights to offer, sell, and distribute within the State of Missouri certain of Jägermeister's Brands, and a valid business expectancy in the continued distribution of the Brands to numerous Missouri retailers.

64. Southern was and is aware of Major Brands' Distribution Agreement with Jägermeister and was and is aware of Major Brands' protected franchise rights, contract rights, and business expectancy in its continued distribution of the Brands to retailers.

65. Southern intentionally interfered with said protected franchise rights, contract rights, and business expectancy by inducing Jägermeister to breach its Distribution Agreement with Major Brands and violate Missouri's Franchise Law by terminating its Distribution Agreement with Major Brands without good cause.

66. Southern was not justified in interfering with, and used improper means to interfere with, said protected franchise rights, contract rights, and business expectancy.

67. Major Brands has been damaged in an amount greater than \$25,000.00 as a result of Southern's intentional interference with Major Brands' franchise rights, contract rights, and business expectancy.

68. Southern's actions in interfering with Major Brands' franchise rights, contract rights, and business expectancy were intentional, wanton, willful, outrageous, deliberate, done with an evil motive, and in reckless disregard and indifference to the interests and rights of Major

Brands, thus warranting an award of punitive damages in a fair and reasonable amount to be determined at trial.

WHEREFORE, Major Brands prays for a judgment in its favor and against the Southern defendants—including SGWS, Southern Missouri, and Superior—in an amount to be determined at trial, including an award of punitive damages, and for its costs of bringing this action and for any other and further relief as this Court deems just and proper.

Count IX
Civil Conspiracy

69. Major Brands incorporates its allegations set forth above as though fully set forth herein.

70. Major Brands has valid protected Missouri franchise rights with Jägermeister whereby it was granted the exclusive rights to offer, sell, and distribute within the State of Missouri certain of Jägermeister's Brands to numerous Missouri retailers.

71. Southern was and is aware of Major Brands' protected Missouri franchise rights with Jägermeister in its continued distribution of the Brands to retailers.

72. Southern and Jägermeister conspired to intentionally violate said protected Missouri franchise rights by illegally terminating Jägermeister's Distribution Agreement with Major Brands and violating Missouri's Franchise Law without good cause.

73. Southern and Jägermeister were not justified in conspiring to violate Major Brands' protected Missouri franchise rights.

74. Major Brands has been damaged in an amount greater than \$25,000.00 as a result of Southern and Jägermeister's improper actions in violation of Missouri law.

75. Southern and Jägermeister's actions in violation of Missouri law were intentional, wanton, willful, outrageous, deliberate, done with an evil motive, and in reckless disregard and

indifference to the interests and rights of Major Brands, thus warranting an award of punitive damages in a fair and reasonable amount to be determined at trial.

WHEREFORE, Major Brands prays for a judgment in its favor and against the Southern defendants—including SGWS, Southern Missouri, and Superior—and Jägermeister in an amount to be determined at trial, including an award of punitive damages, and for its costs of bringing this action and for any other and further relief as this Court deems just and proper.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ Evan Z. Reid

Richard B. Walsh, Jr., #33523

Evan Z. Reid, #51123

Oliver H. Thomas, #60676

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Attorneys for Plaintiff Major Brands, Inc.



IN THE 22ND JUDICIAL CIRCUIT COURT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	Special Process Server 1
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	Special Process Server 2
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Special Process Server 3
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: SOUTHERN GLAZER'S WINE AND SPIRITS OF MISSOURI, LLC

Alias:

CSC LAWYERS INC SERVICE
COMPANY 221 BOLIVAR
JEFFERSON CITY, MO 65101

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

February 23, 2018

Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.
- ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

(name) (title).

☐ other

Served at (address)

in (County/City of St. Louis), MO, on (date) at (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on (date).

My commission expires:

Date

Notary Public

Sheriff's Fees

Summons \$

Non Est \$

Sheriff's Deputy Salary \$ 10.00

Supplemental Surcharge \$

Mileage \$ (miles @ \$. per mile)

Total \$

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 22ND JUDICIAL CIRCUIT COURT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	Special Process Server 1
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	Special Process Server 2
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Special Process Server 3
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: SUPERIOR WINES AND LIQUORS, INC.

Alias:

CSC LAWYERS INC SERVICE
COMPANY 221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

COURT SEAL OF



CITY OF ST LOUIS

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February 23, 2018

Date

Clerk

Further Information:

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I certify that I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.
☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

(name) (title).

☐ other

Served at (address)

in (County/City of St. Louis), MO, on (date) at (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on (date).

My commission expires:

Date

Notary Public

Sheriff's Fees

Summons \$

Non Est \$

Sheriff's Deputy Salary \$ 10.00

Supplemental Surcharge \$

Mileage \$ (miles @ \$. per mile)

Total \$

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address: EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	Process Server 1
vs.		Process Server 2
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Process Server 3
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: SOUTHERN GLAZERS WINE AND SPIRITS, LLC

Alias:

CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

February 23, 2018

Date

Thomas Kloeppinger
Circuit Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other (describe) _____

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Clerk

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.



IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address: EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	Process Server 1
	vs.	Process Server 2
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Process Server 3
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: MAST-JAGERMEISTER US HOLDING, INC.

Alias:

THE CORPORATION TRUST
COMPANY CORP TRUST CENTER
1209 ORANGE STREET
WILMINGTON, DE 19801

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

February 23, 2018

Date

Thomas Kloeppinger
Circuit Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other (describe) _____

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Clerk

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.



IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address: EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	Process Server 1
vs.		Process Server 2
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Process Server 3
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: MAST-JAGERMEISTER US, INC.

Alias:

CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NY 10011

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

February 23, 2018

Date

Thomas Kloeppinger
Circuit Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other (describe) _____

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Clerk

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.

**IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
ST. LOUIS CITY, MISSOURI**

MAJOR BRANDS, INC.,)	
)	
Plaintiff,)	
)	
v.	)	Cause No. 1822-CC00390
)	
MAST-JAGERMEISTER US, INC.,)	
MAST-JAGERMEISTER US HOLDING, INC.)	
SUPERIOR WINES AND LIQUORS, INC.	)	JURY TRIAL DEMANDED
SOUTHERN GLAZER WINE AND SPIRITS)	
OF MISSOURI, LLC, and SOUTHERN)	
GLAZERS WINE AND SPIRITS, LLC,)	
)	
Defendants.)	

MEMORANDUM TO CLERK

COMES NOW Plaintiff Major Brands, Inc., by and through its undersigned counsel, and files herewith the attached Returns of Service of special process server David M. Roberts of Central Missouri Process Servers, attesting to service of summonses and petitions, on Defendants Southern Glazer's Wine and Spirits of Missouri, LLC and Superior Wines and Liquors, Inc. concerning the above-captioned matter.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ Evan Z. Reid
Evan Z. Reid, #51123
600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
(314) 444-7889
(314) 612-7889 (facsimile)
ereid@lewisrice.com

Attorneys for Plaintiff Major Brands, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 27th day of February 2018, a true and accurate copy of the foregoing was served on all counsel of record by operation of the Court's ECF system.

/s/ Evan Z. Reid



IN THE 22ND JUDICIAL CIRCUIT COURT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	Special Process Server 1 Special Process Server 2 Special Process Server 3
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 vs. SAINT LOUIS, MO 63101	
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

Summons in Civil Case

The State of Missouri to: SUPERIOR WINES AND LIQUORS, INC.
Alias:CSC LAWYERS INC SERVICE
COMPANY 221 BOLIVAR STREET
JEFFERSON CITY, MO 65101

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

February 23, 2018

Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with a person of the Defendant's/Respondent's family over the age of 15 years.☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to CSC-LAWYERS INC. SERVICE CO.
LAUREN SHIPLEY (name) designee (title).☐ otherServed at 221 Bolivar St., Jefferson City, MO 65101 (address)
in COLE (County/City of St. Louis), MO, on 02/26/18 (date) at 1:58pm (time).

DAVID M. ROBERTS

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on 2-27-18 (date).

My commission expires: 12-4-20

Date

Notary Public

Sheriff's Fees

Summons \$

Non Est \$

Sheriff's Deputy Salary

Supplemental Surcharge \$ 10.00

Mileage \$

Total \$

(miles @ \$. per mile)

PATRICIA J. ROBERTS
Notary Public-Notary Seal
STATE OF MISSOURI-County of Cole
Commission #12481691
My Commission Expires Dec. 4, 2020

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.



IN THE 22ND JUDICIAL CIRCUIT COURT, CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	Special Process Server 1 Special Process Server 2 Special Process Server 3 (Date File Stamp)
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Declaratory Judgment		

Summons in Civil Case

The State of Missouri to: SOUTHERN GLAZER'S WINE AND SPIRITS OF MISSOURI, LLC
Alias:CSC LAWYERS INC SERVICE
COMPANY 221 BOLIVAR
JEFFERSON CITY, MO 65101

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

February 23, 2018

Date

Clerk

Further Information:

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent,

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with

☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

CSC-LAWYERS INC. SERVICE CO
LAUREN SHIPLEY (name) designee (title).

☐ other

Served at 221 Bolivar St, Jefferson City, Mo 65101 (address)

in Cole (County/City of St. Louis), MO, on 02/26/18 (date) at 1:58pm (time).

DAVID M. ROBERTS
Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on 2-27-18 (date).

My commission expires: 12-4-20

Date

Notary Public

Sheriff's Fees

Summons \$
Non Est \$
Sheriff's Deputy Salary \$
Supplemental Surcharge \$ 10.00
Mileage \$ (miles @ \$. per mile)
Total \$

PATRICIA J. ROBERTS
Notary Public-Notary Seal
STATE OF MISSOURI-County of Cole
Commission #12481691
My Commission Expires Dec. 4, 2020

A copy of the summons and a copy of the petition must be served on each Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
ST. LOUIS CITY, MISSOURI**

MAJOR BRANDS, INC.,)	
)	
Plaintiff,)	
	)	Cause No. 1822-CC00390
v.)	
	)	Division No. 6
MAST-JÄGERMEISTER US, INC., et al.)	
)	
Defendants.)	

ENTRY OF APPEARANCE

COME NOW Richard B. Walsh, Jr., and the Law Firm of Lewis Rice LLC, and hereby enter their appearance on behalf of Plaintiff Major Brands, Inc. in the above-captioned matter.

Respectfully submitted,

LEWIS RICE LLC

Dated: February 28, 2018

By: /s/ Richard B. Walsh, Jr.
Richard B. Walsh, Jr., #33523
600 Washington Ave., Suite 2500
St. Louis, Missouri 63101-1311
Telephone: (314) 444-7722
Facsimile: (314) 612-7722
E-mail: rwalsh@lewisrice.com

Attorney for Plaintiff Major Brands, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that on this 28th day of February, 2018, a true and correct copy of the foregoing was served via operation of the Court's electronic case filing system upon counsel of record in this matter.

/s/ Richard B. Walsh, Jr.

**IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
ST. LOUIS CITY, MISSOURI**

MAJOR BRANDS, INC.,)	
)	
Plaintiff,)	
	)	Cause No. 1822-CC00390
v.)	
	)	Division No. 6
MAST-JÄGERMEISTER US, INC., et al.)	
)	
Defendants.)	

ENTRY OF APPEARANCE

COME NOW Oliver H. Thomas, and the Law Firm of Lewis Rice LLC, and hereby enter their appearance on behalf of Plaintiff Major Brands, Inc. in the above-captioned matter.

Respectfully submitted,

LEWIS RICE LLC

Dated: February 28, 2018

By: /s/ Oliver H. Thomas
Oliver H. Thomas, #60676
600 Washington Ave., Suite 2500
St. Louis, Missouri 63101-1311
Telephone: (314) 444-7711
Facsimile: (314) 612-7711
E-mail: othomas@lewisrice.com

Attorney for Plaintiff Major Brands, Inc.

CERTIFICATE OF SERVICE

The undersigned certifies that on this 28th day of February, 2018, a true and correct copy of the foregoing was served via operation of the Court's electronic case filing system upon counsel of record in this matter.

/s/ Oliver H. Thomas

**IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
ST. LOUIS CITY, MISSOURI**

MAJOR BRANDS, INC.,)	
)	
Plaintiff,)	
)	
v.	)	Cause No. 1822-CC00390
)	
MAST-JAGERMEISTER US, INC.,)	
MAST-JAGERMEISTER US HOLDING, INC.)	
SUPERIOR WINES AND LIQUORS, INC.	)	JURY TRIAL DEMANDED
SOUTHERN GLAZER WINE AND SPIRITS)	
OF MISSOURI, LLC, and SOUTHERN)	
GLAZERS WINE AND SPIRITS, LLC,)	
)	
Defendants.)	

MEMORANDUM TO CLERK

COMES NOW Plaintiff Major Brands, Inc., by and through its undersigned counsel, and files herewith the attached Returns of Service of special process server DM Professional Services, attesting to service of summonses and petitions, on Defendants Southern Glazer's Wine and Spirits, LLC and Mast-Jagermeister US Holding, Inc. concerning the above-captioned matter.

Respectfully submitted,

LEWIS RICE LLC

By: /s/ Evan Z. Reid

Richard B. Walsh, Jr., #33523

Evan Z. Reid, #51123

Oliver H. Thomas, #60676

600 Washington Avenue, Suite 2500

St. Louis, Missouri 63101

(314) 444-7889

(314) 612-7889 (facsimile)

rwalsh@lewisrice.com

ereid@lewisrice.com

othomas@lewisrice.com

Attorneys for Plaintiff Major Brands, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 28th day of February 2018, a true and accurate copy of the foregoing was served on all counsel of record by operation of the Court's ECF system.

/s/ Evan Z. Reid



IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address: EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	Process Server 1
vs.		Process Server 2
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Process Server 3
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: SOUTHERN GLAZERS WINE AND SPIRITS, LLC

Alias:

CORPORATION SERVICE COMPANY
251 LITTLE FALLS DRIVE
WILMINGTON, DE 19808

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

February 23, 2018

Date

Thomas Kloeppinger
Circuit Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is PROCESS SERVER of NEWCASTLE County, DE (state).
- I have served the above summons by: (check one)

- ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
- ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years.

☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to DONNA JNOW (name) INCORPORATION SPECIALIST (title).

☐ other (describe) _____

Served at 251 LITTLE FALLS DR. WILMINGTON (address)
in NEWCASTLE County, DE (state), on 2/26/18 (date) at 12:36 PM (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this 28th (day) February (month) 2018 (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

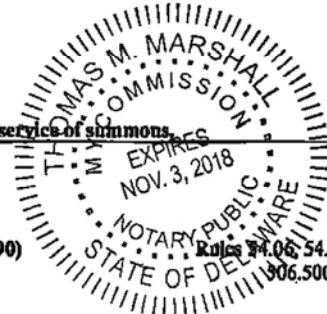
Summons \$ _____

Non Est \$ _____

Mileage \$ _____ (_____ miles @ \$ _____ per mile)

Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.





IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address: EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	Process Server 1
vs.		Process Server 2
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	Process Server 3
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

**Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)**

The State of Missouri to: **MAST-JAGERMEISTER US HOLDING, INC.**

Alias:

**THE CORPORATION TRUST
COMPANY CORP TRUST CENTER
1209 ORANGE STREET
WILMINGTON, DE 19801**

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

February 23, 2018

Date

Thomas Kloeppinger
Circuit Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is PROCESS SERVER of NEW CASTLE County, DE (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years.
 - ☒ (for service on a corporation) delivering a copy of the summons and a copy of the petition to SEAN O'HARA (name) INCORPORATION SPECIALIST (title).
 - ☐ other (describe) _____

Served at 1209 ORANGE ST, WILMINGTON (address)
in NEW CASTLE County, DE (state), on 2/26/18 (date) at 2:20 P (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this 28th (day) February (month) 2018 (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.



**IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
ST. LOUIS CITY, MISSOURI**

MAJOR BRANDS, INC.,)	
)	
Plaintiff,)	
)	
v.	)	Cause No. 1822-CC00390
)	
MAST-JAGERMEISTER US, INC.,)	
MAST-JAGERMEISTER US HOLDING, INC.)	
SUPERIOR WINES AND LIQUORS, INC.	)	JURY TRIAL DEMANDED
SOUTHERN GLAZER WINE AND SPIRITS)	
OF MISSOURI, LLC, and SOUTHERN)	
GLAZERS WINE AND SPIRITS, LLC,)	
)	
Defendants.)	

MEMORANDUM TO CLERK

COMES NOW Plaintiff Major Brands, Inc., by and through its undersigned counsel, and files herewith the attached Return of Service of special process server, ALT Process Service, attesting to service of summons and petition on Defendant Mast-Jagermeister US, Inc. concerning the above-captioned matter.

Respectfully submitted,
LEWIS RICE LLC

By: /s/ Evan Z. Reid
 Richard B. Walsh, Jr., #33523
 Evan Z. Reid, #51123
 Oliver H. Thomas, #60676
 600 Washington Avenue, Suite 2500
 St. Louis, Missouri 63101
 (314) 444-7889
 (314) 612-7889 (facsimile)
 rwalsh@lewisrice.com
 ereid@lewisrice.com
 othomas@lewisrice.com

Attorneys for Plaintiff Major Brands, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that on the 1st day of March, 2018, a true and accurate copy of the foregoing was served on all counsel of record by operation of the Court's ECF system.

/s/ Evan Z. Reid

IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST. LOUIS, MISSOURI

Plaintiff / Petitioner:

Major Brands, Inc

Defendant / Respondent:

Mast-Jagermeister US, Inc

AFFIDAVIT OF SERVICE

Index No:

1822-CC00390

The undersigned being duly sworn, deposes and says; deponent is not a party herein, is over 18 years of age and resides at 7308 Chelsea Cove No., Hopewell Junction, NY 12533. That on Wed, Feb 28 2018 AT 09:10 AM AT 111 Eighth Ave, New York, NY 10011 deponent served the within Summons;Petition; Jury Trial Demand on CT Corporation System

- ☐ **Individual:** by delivering a true copy of each to said defendant, personally; deponent knew the person so served to be the person described as said defendant therein.
- ☒ **Corporation:** Mast-Jagermeister US, Inc via CT Corporation System a defendant, therein named, by delivering a true copy of each to Elena Boutakova personally, deponent knew said corporation so served to be the corporation described, and knew said individual to be Intake Specialist thereof.
- ☐ **Suitable Person:** by delivering thereat, a true copy of each to _____ a person of suitable age and discretion.
- ☐ **Affixing to Door:** by affixing a true copy of each to the door thereof, deponent was unable with due diligence to find defendant, or a person of suitable age or discretion thereat, having called thereon; at _____
- ☐ **Mailing:** Deponent also enclosed a copy of same, in a postpaid sealed wrapper properly addressed to said defendant at defendant's last known residence, _____, and depositing said wrapper in a post office, official depository under the exclusive care and custody of the United States Post Office, department, with New York State. Mailed on _____
- ☐ **Military Service:** I asked the person spoken to whether defendant was in active military service of the United States or of the State of New York in any capacity whatever and received a negative reply. *Defendant wore ordinary civilian clothes and no military uniform.* The source of my information and the ground of my belief are the conversations and observations above narrated. Upon information and belief I aver that the defendant is not in the military service of New York State or of the United States as that term is defined in either the State or in the Federal statutes.

Description:

Age: 55 Ethnicity: Caucasian Gender: Female Weight: 150
 Height: 5'3" Hair: Blond Eyes: Blue Relationship: Intake Specialist
 Other: _____



Brian Rollins

Sworn to before me on

March 1, 2018



Notary Public

ADRIAN DE CARLO
 NOTARY PUBLIC-STATE OF NEW YORK
 No. 01DE6181475
 Qualified in Westchester County
 My Commission Expires February 25, 2020

**IN THE CIRCUIT COURT
TWENTY-SECOND JUDICIAL CIRCUIT
ST. LOUIS CITY, MISSOURI**

MAJOR BRANDS, INC.,)	
)	
Plaintiff,)	
	)	Cause No. 1822-CC00390
v.)	
	)	Division No. 6
MAST-JÄGERMEISTER US, INC., et al.)	
)	
Defendants.)	

REQUEST FOR ALIAS SUMMONS

COMES NOW Plaintiff, by and through its undersigned counsel, and hereby requests that the Clerk of this Court issue alias summons for service by special process server upon Defendant Mast-Jägermeister US Holding, Inc. at C/O CT Corporation System, 111 Eighth Avenue, New York, New York, 10011.

Respectfully submitted,

LEWIS RICE LLC

Dated: March 7, 2018

By: /s/ Evan Z. Reid
Richard B. Walsh, Jr., #33523
Evan Z. Reid, #51123
Oliver H. Thomas, #60676

600 Washington Avenue, Suite 2500
St. Louis, Missouri 63101
(314) 444-7722
(314) 612-7722 (facsimile)
rwalsh@lewisrice.com
ereid@lewisrice.com
othomas@lewisrice.com

Attorneys for Plaintiff Major Brands, Inc.

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing was filed on March 7, 2018 via the Court's electronic filing system.

/s/ Evan Z. Reid



IN THE 22ND JUDICIAL CIRCUIT COURT OF CITY OF ST LOUIS, MISSOURI

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 1822-CC00390	
Plaintiff/Petitioner: MAJOR BRANDS, INC.	Plaintiff's/Petitioner's Attorney/Address: EVAN ZOECKLER REID 600 WASHINGTON SUITE 2500 SAINT LOUIS, MO 63101	
Defendant/Respondent: MAST-JAGERMEISTER US, INC.	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Declaratory Judgment		(Date File Stamp)

ALIAS Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: MAST-JAGERMEISTER US HOLDING, INC.

Alias:

C/O CT CORPORATION SYSTEM
111 EIGHTH AVENUE
NEW YORK, NY 10011

COURT SEAL OF



CITY OF ST LOUIS

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

March 13, 2018

Date

Thomas Kloeppinger
Circuit Clerk

Further Information:

Officer's or Server's Affidavit of Service

I certify that:

- I am authorized to serve process in civil actions within the state or territory where the above summons was served.
- My official title is _____ of _____ County, _____ (state).
- I have served the above summons by: (check one)
 - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
 - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with _____, a person of the Defendant's/Respondent's family over the age of 15 years.
 - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to _____ (name) _____ (title).
 - ☐ other (describe) _____.

Served at _____ (address)
in _____ County, _____ (state), on _____ (date) at _____ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Subscribed and Sworn To me before this _____ (day) _____ (month) _____ (year)

I am: (check one)

- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

Signature and Title

Service Fees, if applicable

Summons \$ _____
Non Est \$ _____
Mileage \$ _____ (_____ miles @ \$ _____ per mile)
Total \$ _____

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Clerk

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The officer making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.